



# Service Maintenance Program

AV Solutions takes pride in the quality and integrity of all components and workmanship in each design and installation. We promote the importance of proper maintenance, and believe it's essential to maintaining optimum system performance, equipment longevity and client satisfaction. Following acceptance of a completed installation, insure your system with a maintenance program which automatically renew annually.

Our Service Maintenance Program is designed to cover your needs beyond our standard warranty, and program options can be tailored to address special requirements.

Bottom line -- You decide the level you need, we provide the service you expect!

Following acceptance of a completed installation, the standard AVS warranty applies:

- 30 days post installation for any and all service needed to make minor adjustments in order to optimize the original system.
- 30 days post installation for any changes needed to further customize a control system, if one has been installed.
- One year on labor and materials used in system installation.
- Full manufacturers' warranty on components used in the system (excluding labor and handling).

Your system is an investment in your organization's future. Protect that investment with an annual maintenance contract. Contract price is based on project size and scope. Contracts are automatically renewed annually via mailed invoice.

## Service Maintenance Program

- All service needed to make minor adjustments in order to optimize the original system.
- Service labor for removal and re-installation on any component in the system that fails within the manufacturer's specified warranty period.
- Service labor to diagnose system malfunctions which may require the removal of one or more components to be repaired under the manufacturer's warranty.
- Any changes needed to further customize a control system, if one has been installed.
- One periodic maintenance visit to perform any required maintenance, test system, and make any necessary adjustments.

*• Not included: system malfunctions caused by altering cables and assemblies, changing settings on any components, unauthorized access to equipment, misuse or abuse, and consumables such as projection lamps.*

|                     |                      |
|---------------------|----------------------|
| Client _____        | AVS Approval _____   |
| Project _____       |                      |
| Contract Cost _____ | Contract Dates _____ |
| Signature _____     |                      |

# AV Solutions Client Support Agreement

This Maintenance Agreement (this "Agreement") is by and between Business Methods, Inc. D/B/A AV Solutions ("AV Solutions") and the customer noted on the reverse side (the "Customer").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms set forth in this Agreement, AV Solutions agrees to provide maintenance on the equipment listed on the face hereof (the "Equipment") at the premises identified (the "Premises"). AV Solutions shall provide such service during standard business hours [defined as M-F 8 am – 5 pm EST, excluding holidays]. Normal response time will be within eight (8) business hours of a Customer request. AV Solutions' maintenance service (a) shall include only maintenance of all current manufactured parts and labor required to repair (or replace) Equipment which has become defective through normal wear and usage, (b) is intended to keep the Equipment in, or restore the Equipment to, good working order during the term of this Agreement, and (c) does not assure against interruptions in operation of the Equipment.
2. AV Solutions' employees shall have full and free access to the Equipment at the Premises. Customer agrees to (a) prevent unauthorized adjustment, repair or modification to the Equipment, (b) ensure that the Equipment is utilized in accordance with the applicable manufacturer's specifications, and (c) Customer shall include the Equipment and such systems in the coverage provided in its liability and fire insurance policies. AV Solutions shall have the right to immediately withdraw the affected Equipment from service coverage under this Agreement without affecting the scheduled charges under Section 4, below.
3. The term of this Agreement shall be one year and shall continue for successive additional periods of one year, provided, however, that either party may terminate this Agreement by sending written notice to the other party thirty (30) days prior to the annual renewal date. In addition to the preceding termination right, AV Solutions reserves the right on an annual basis to increase the periodic maintenance charge up to a maximum of 10% per year at each annual renewal.
4. In addition to any other charges or fees specified in this Agreement, Customer agrees to pay AV Solutions the amounts set forth on the reverse during the term of this Agreement, which amount shall be due and payable upon receipt of invoice. Such amounts are subject to modification by AV Solutions in accordance with the terms of Section 3, above.
5. On-site maintenance calls (a) in which the Equipment was not the cause of the reported trouble, (b) where no trouble was found or (c) where the call was due to Customer or its representatives improperly following operating instructions for the Equipment, will be billed separate and apart from the obligations of this Agreement at the then existing normal rates during standard business hours (or at one and one-half the normal rates for non-standard business hours) plus travel costs.
6. This agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to other repairs made necessary as a result of service by personnel not authorized by AV Solutions. The transfer of equipment covered by this agreement to a location outside AV Solutions' normal servicing area will exclude it from this agreement.
7. AV Solutions shall not be considered in default if performance of its obligations hereunder is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, or by vendors or subcontractors, or any other similar cause or causes beyond the reasonable control of AV Solutions. Time of performance of AV Solutions' obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.
8. This agreement covers only the equipment described on the face hereof and does not include any accessories not listed thereon.
9. This agreement may not be assigned or transferred by the customer to another party.
10. This agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the customer in accordance with the law.
11. This agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this agreement.
12. AV Solutions has the right to deny service under this agreement if customer does not keep their account current according to the terms in effect. On all past due accounts a service charge of 2% per month will be charged to the customer's account until paid in full.
13. Customer shall pay all of AV Solutions' costs in the collection of any amount due hereunder and in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney's fees whether or not suit is brought.
14. Under this agreement, AV Solutions' liability with respect to any property damages or injury (including death) to person arising out of or connected with service performed under this agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

AV Solutions is a leading audio-video design and installation company with offices throughout New York. We support our clients out of our four locations in Rochester, Buffalo, Syracuse and Newburgh, with a technical services team that is trained and certified to the highest industry standards.

On-site service rates without a contact: \$140.00 per hour, minimum one-hour call;  
\$39.00 destination charge to any location within 40 miles from any AV Solutions office.

**www.avsolutionsny.com      800-724-2480**